



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Diane Adoma – District 5

CITY COUNCIL WORK SESSION

January 14, 2019

6:00p.m.

3120 Stonecrest Blvd. Suite 190

Stonecrest, Georgia

I. CALL TO ORDER: Mayor Jason Lary

II. AGENDA ITEMS:

1. An Ordinance to Amend the Charter for the purpose of amending the expense limitations for Mayor and Council
2. An Ordinance to Amend Chapter 2, Article II Adding new Departments
3. Discussion on Atlanta Wildfire Animal Rescue Effort
4. Appointment of the Legal Organ
5. Discussion on Ethics Board

III. ADJOURNMENT:



CITY COUNCIL AGENDA ITEM

SUBJECT: An Ordinance to Amend the Charter for the Purpose of Amending the Expense Limitation for Mayor and City Council in Section 2.07 Article II

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Work Session: 12/17/2018 Council Meeting: 01/02/2019 Work Session: 01/14/2019

SUBMITTED BY: City Attorney

PURPOSE:

HISTORY: First Read was at the January 2, 2019 Meeting and this item was sent to the January 14, 2019 Work Session for further discussion.

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

**AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF STONECREST,
GEORGIA, FOR THE PURPOSE OF AMENDING THE EXPENSE LIMITATION FOR
MAYOR AND CITY COUNCIL IN SECTION 2.07 OF ARTICLE II OF THE CITY
CHARTER**

WHEREAS, Section 2.07 of Article II of the Charter of the City of Stonecrest, Georgia (the “City Charter”) provides an expense allowance of \$5,000.00 for the Mayor and \$3,000.00 for each councilmembers for expenses reasonably actually and necessarily incurred by the mayor and councilmembers in carrying out there duties as elected officials in the City of Stonecrest; and

WHEREAS, the Mayor and City Council of the City of Stonecrest desire to amend the expense allowance as permitted under O.C.G.A. § 36-35-4(c) for those expenses actually and necessarily incurred in carrying out their official duties; and

WHEREAS, the Mayor and City Council desire to enact ordinances regarding the reimbursement of those expenses actually and necessarily incurred; and

WHEREAS, the Mayor and City Council of the City of Stonecrest have determined that the City Charter should be amended by Home Rule to make the necessary change; and

WHEREAS, Article IX, Section II, Paragraph II of the Constitution of the State of Georgia, which is titled Home Rule for Municipalities, allows the General Assembly of the State of Georgia to provide by law for the self-government of municipalities, which the General Assembly has done with the Municipal Home Rule Act of 1965, provided in O.C.G.A. 36-35-1 *et seq.*;

WHEREAS, O.C.G.A. 36-35-3(b)(1) allows municipal charters to be amended by ordinances duly adopted at two (2) regular consecutive meetings of the municipal governing authority, not less than seven (7) nor more than sixty (60) days apart; and

WHEREAS, O.C.G.A. 36-35-3(b)(1) requires a notice containing a synopsis of the proposed amendment to be published in a newspaper of general circulation in the municipal corporation once a week for three (3) weeks within a period of sixty (60) days immediately preceding its final adoption; and

WHEREAS, O.C.G.A. 36-35-3(b)(1) further requires that the notice shall state that a copy of the proposed amendment is on file in the office of the clerk of the municipal governing authority and in the office of the clerk of the superior court of the county of the legal situs of the municipal corporation for the purpose of examination and inspection by the public; and

42 **WHEREAS**, pursuant to O.C.G.A. 36-35-3(b)(1), the required notice has been published in a
43 newspaper of general circulation in the municipal corporation once a week for three
44 (3) weeks prior to its final adoption, and a copy of the proposed amendment has
45 been placed on file in the Office of the Clerk of the City of Stonecrest and in the
46 Office of the Clerk of Superior Court of DeKalb County, Georgia, as required by
47 Georgia law; and

48
49 **WHEREAS**, the required notice will have been published within the statutory period of sixty
50 (60) days immediately preceding the final adoption of this Ordinance amending the
51 City Charter; and

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53 **WHEREAS**, the title of this Ordinance shall have been read and this Ordinance duly adopted at
54 two consecutive City Council meetings not less than seven (7) nor more than sixty
55 (60) days apart as required by Georgia law.

56
57 **THEREFORE**, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as
58 follows:

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60 **Section 1:** That the Charter of the City of Stonecrest, Georgia, is hereby amended as follows:
61 Section 2.07 of Article II of the City Charter is amended as follows:

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63 The annual salary of the mayor shall be \$20,000.00 and the annual salary for each councilmember shall be
64 \$15,000.00. Such salaries shall be paid from municipal funds in monthly installments. The mayor shall be
65 provided an annual expense allowance of ~~\$7,000.00~~ ~~5,000.00~~ and each councilmember shall be provided
66 an annual expense allowance of ~~\$5,000.00~~ ~~3,000.00~~ for the reimbursement of reasonable expenses actually
67 and necessarily incurred by the mayor and councilmembers in carrying out their duties as elected officials
68 of the city.

69
70 **Section 2:**

71 1. It is hereby declared to be the intention of the Mayor and City Council that all sections,
72 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their
73 enactment, believed by the Mayor and City Council to be fully valid, enforceable and
74 constitutional.

75
76 2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest
77 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
78 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of
79 this Ordinance. It is hereby further declared to be the intention of the Mayor and City
80 Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause
81 or phrase of this Ordinance is mutually dependent upon any other section, paragraph,
82 sentence, clause or phrase of this Ordinance.

83

- 84 3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall,
85 for any reason whatsoever, be declared invalid, unconstitutional or otherwise
86 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
87 the express intent of the Mayor and City Council that such invalidity, unconstitutionality,
88 or unenforceability shall, to the greatest extent allowed by law, not render invalid,
89 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
90 sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed
91 by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance
92 shall remain valid, constitutional, enforceable, and of full force and effect.
93
- 94 4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are
95 hereby expressly repealed.
96
- 97 5. The within ordinance shall become effective upon its adoption.
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- 99 6. The provisions of this Ordinance shall become and be made part of the City Charter and
100 shall be codified in accordance with state law.

101 **SO ORDAINED AND EFFECTIVE** this the ____ day of _____, 201__.

102 Approved:

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105 _____
106 Jason Lary, Sr., Mayor
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108 As to form:

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111 _____
112 City Attorney
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114 Attest:

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117 _____
118 Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: An Ordinance to Amend Chapter 2, Article III for the Purpose of Adding New Departments

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Work Session: 12/17/2018 Council Meeting: 01/02/2019 Work Session: 01/14/2019

SUBMITTED BY: City Attorney

PURPOSE:

HISTORY: First Read was at the January 2, 2019 Meeting and this item was sent to the January 14, 2019 Work Session for further discussion.

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

1 **AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE III OF THE CITY OF**
2 **STONECREST, GEORGIA CODE OF ORDINANCES FOR THE PURPOSE OF**
3 **ADDING NEW DEPARTMENTS**

4 **WHEREAS**, Section 2.55 of the City of Stonecrest, Georgia Code of Ordinances authorizes the
5 establishment of municipal departments; and

6
7 **WHEREAS**, the Mayor and City Council of the City of Stonecrest desire the addition of two
8 more municipal departments; and

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10 **WHEREAS**, the Mayor and City Council of the City of Stonecrest have determined that the Code
11 of Ordinances should be amended to make the necessary change.

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14 **NOW THEREFORE BE IT ORDAINED** by the Mayor and City Council of the City of
15 Stonecrest, Georgia that the City’s Code of Ordinances, Chapter 2 – Administration is amended
16 as follows:

17
18 “Sec. 2-55. - Authorization.

19 The following departments are established by the council:

- 20 (1) Administration;
- 21 (2) Community Development;
- 22 (3) Finance;
- 23 (4) Public Works;
- 24 (5) Parks and Recreation;
- 25 (6) Information Technology;
- 26 (7) Community and Cultural Affairs; and
- 27 (8) Business Development.

28 One or more departments may be combined to form one or more multifunctional
29 departments.”

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE 2018-____ - ____

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SO ORDAINED AND EFFECTIVE this the ____ day of _____, 201__.

Approved:

Jason Lary, Sr., Mayor

As to form:

City Attorney

Attest:

Brenda James, City Clerk



CITY COUNCIL AGENDA ITEM

SUBJECT: Discussion on Atlanta Wildfire Animal Rescue Effort (AWARE) Lease Extension

- ORDINANCE** **POLICY** **STATUS REPORT**
 DISCUSSION ONLY **RESOLUTION** **OTHER**

Work Session: 01/14/2019

SUBMITTED BY: Assistant City Manager

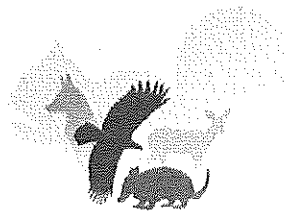
PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:



AWARE
WILDLIFE CENTER

Preserving Georgia's Wildlife Through Rehabilitation and Education

March 31, 2014

Roy E. Wilson
Director, Recreation, Parks and Cultural Affairs
1300 Commerce Drive – 3rd Floor
Decatur, GA 30030

Dear Mr. Wilson,

In August 2004, AWARE entered into a lease agreement with DeKalb County for our facility at 4158 Klondike Road. This lease agreement had a term of 10 years from March 1, 2004 to February 28, 2014. I just realized that it had officially expired at the end of last month.

This lease agreement includes the right for AWARE to extend the term for 5 years. This letter is official notice that we do want to extend our lease for an additional period of 5 years.

Please let me know if you have any questions on this. I can be reached at (404) 395-2428 (c) or Linda@awarewildlife.org.

Sincerely,

A handwritten signature in cursive script that reads "Linda Potter".

Linda Potter
Assistant Director

4158 Klondike Rd
Lithonia, GA 30038

Phone: (678) 418-1111

EIN: 58-2433175

www.AWAREwildlife.org
Federally listed 501 (c) (3), Tax Exempt, Private Non-profit

From: **Linda Potter** Linda@awarewildlife.org
Subject: AWARE's lease with DeKalb County
Date: March 31, 2014 at 4:07 PM
To: Roy Wilson RoyWils@DeKalbCountyGA.gov
Cc: Maime Ellis mmellis@DeKalbCountyGA.gov, Tarah Hadley drtarah@awarewildlife.org

By way of introduction, my name is Linda Potter and I am the Assistant Director of the AWARE Wildlife Center. Maime Ellis suggested that I contact you on this matter.

AWARE is located at 4158 Klondike Road, Lithonia, GA 30038 at the Davidson Arabia Mountain Nature Preserve. Our facility is actually an old ranger station. The ranger station was replaced with a new facility about a mile down the road which left the old ranger station without a tenant.

I just realized that our 10 year lease with DeKalb County expired at the end of last month. The attached letter is confirmation that we do want to extend our lease for 5 years according to the terms of the lease.

Please let me know if you have any questions on this.

Come on out and see us. We would be glad to show you around the wildlife center.

Linda Potter
Assistant Director
AWARE Wildlife Center
(678) 418-1111



Preserving Georgia's Wildlife Through Rehabilitation and Education

March 31, 2014

Roy E. Wilson
Director, Recreation, Parks and Cultural Affairs
1300 Commerce Drive - 3rd Floor
Decatur, GA 30030

Dear Mr. Wilson,

In August 2004, AWARE entered into a lease agreement with DeKalb County for our facility at 4158 Klondike Road. This lease agreement had a term of 10 years from March 1, 2004 to February 28, 2014. I just realized that it had officially expired at the end of last month.

DeKalb Co.
Contract No. 513552

STATE OF GEORGIA
COUNTY OF DEKALB

RENTAL AGREEMENT

THIS RENTAL AGREEMENT made and entered into this 12th day of August, 2004, by and between ATLANTA WILD ANIMAL RESCUE EFFORT, INC. (AWARE), a non-profit organization dedicated to the preservation and restoration of wildlife and its habitat through public education and wildlife rehabilitation, whose address is 206 Rogers Street, Suite 219, Atlanta, Georgia, 30317, party of the first part, hereinafter called "Tenant," and DEKALB COUNTY, a political subdivision of the State of Georgia, party of the second part, hereinafter called "County."

WITNESSETH:

I. PREMISES RENTAL AND USE OF PREMISES

A. The County, in consideration of the covenants, agreements, provisions and stipulations of the covenants, agreements, provisions and stipulations herein agrees to be mutually kept and performed by the parties here to, does hereby this day grant, demise and rent, upon the terms and conditions herein stated, unto the Tenant that certain tract, piece, or parcel of land (the "land") situated in DeKalb County, Georgia, known as 4158 Klondike, Lithonia, Georgia 30058, also known as Parcel Id. 16-114-02-014, described in Attachment A, attached hereto and incorporated herein by reference, together with all the improvements, tenements and appurtenances, thereunto and belonging or in any wise appertaining, including the rights to ingress and egress thereto and there from at all times (the "Premises"). The Tenant does hereby this day rent and takes from the County, upon the terms and conditions herein stated, those certain Premises, more fully described above. This agreement shall create the relationship of landlord and tenant between the County and the Tenant; no estate shall pass out of the County; and Tenant has only a usufruct, not subject to levy and sale. It is the intent of the parties to obtain a survey of the Land after the date of execution of this rental agreement. Tenant and County agree to amend this rental agreement by including a legal description of the Land based upon such survey. By execution on this agreement, the County hereby authorizes its Chief Executive Officer to execute an amendment to this rental agreement to include a legal description of the Land. Such amendment would not be required to be executed by the County's Board of Commissioners.

B. Tenant shall not use the Premises for any purpose other than the functions for which the Premises are hereby rented; and no use shall be made of the Premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other

extended coverage insurance insuring the Premises. The Premises shall not be used for any illegal purposes; or in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or the rate of insurance on the Premises. The Tenant further agrees not to sell, or permit to be kept for use, in or about the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

II. TERM

A. This rental agreement shall be for a term of ten (10) years, commencing on the first day of March, 2004 and ending at 12:00 o'clock midnight on the twenty-eighth day of February, 2014 unless terminated beforehand as hereinafter provided (the "Term"). Should the County, for any reason whatever, be unable to deliver possession of the premises to the Tenant at the commencement of the Term as herein before specified, this agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the County notice thereof. Shall the Tenant elect not to exercise the aforestated option, then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencements of the Term and the time the County delivers possession of the Premises to the Tenant.

B. Tenant shall have the right, at its option, to extend the Term of this rental agreement for one (1) additional period of five (5) years, at the rent and upon all of the other terms, conditions, covenant and provisions set forth herein; provided, however, that Tenant may only extend the term of this rental agreement by giving the County written notice of such extension on or prior to the date which is not less than three (3) months before the expiration of the initial term of this rental agreement and provided further that Tenant may not be in default under the term of this rental agreement as of the date upon which Tenant gives such written notice to the County or as of the date of commencement of the extended term.

C. Either party may unilaterally terminate this rental agreement, in whole or in part, for such party's convenience by delivering to the other party, with at least ninety (90) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination. Such Notice of Termination shall be delivered in accordance with Paragraph XIX (D) below. In any termination by the County under this provision, the County will give fair consideration to addressing and accommodating functions and programs which have already been planned at the Premises.

III. FIXED RENTAL

The Tenant agrees to pay the County at such address or addresses as may be designated in writing from time to time by the County, the total fixed equal annual rental of One Dollar (\$1.00), for the use and rent of the Premises beginning on the first day of March, 2004, and payable on the first day of March of each year during the Term. In addition, Tenant agrees to provide wildlife rehabilitation services and educational services covering environmental awareness, habitat conservation and preservation to the County's citizenry for the use and rent of the Premises provided below and as otherwise agreed to by the parties from time to time.

A. Tenant shall operate wildlife rehabilitation activities and educational programs at the Premises, open to the general public. Tenant shall provide mutually agreeable use of the Premises for County purposes, at the request of the Chief Executive Officer of the County.

B. Tenant shall, at Tenant's sole cost and expense, provide design services for any improvements to or restoration of existing buildings and grounds and any new buildings or improvements at the buildings and grounds and any new building or improvements at the Premises, subject to the County's standard processes for approval of plans and specifications.

C. Tenant shall, at Tenant's sole cost and expense, provide landscape Planning services, including the preparation of major new landscape initiatives, for the Premises, but the County shall pay for tree maintenance, mowing, planting, pruning and other routine landscaping expense.

D. Tenant shall, at Tenant's sole cost and expenses, provide security, janitorial and facility management services for the Premises. Tenant shall keep the Premises clean, both inside and outside, at Tenant's own expense. Tenant shall see that all ashes, garbage, trash, excelsior, and all other refuse are removed from the Premises, but the County shall provide normal garbage and trash pick-up for the Premises.

E. All improvements made by the Tenant to the Premises shall become the property of the County; however, all fees and other amounts from environmental programs, grants, and similar sources will be the property of the Tenant.

F. Tenant shall submit an annual report to the County for each calendar year during the Term, detailing the amount of each application submitted for each calendar year and whether such applications were approved or denied. Such annual report shall be submitted no later than January 31 of each year during the term for the previous calendar year.

IV. INSURANCE REQUIREMENTS

Tenant shall maintain in force during the life of this rental agreement or any extension renewal thereof comprehensive general public liability and property damage insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the sum of \$3,000,000.00 with respect to each accident or occurrence, and in the sum of \$500,000.00 for injury or damage to property, and the County shall be named as an additional insured under such policy or policies of insurance. In addition, Tenant shall furnish to the County within thirty (30) days after execution of this rental agreement, a certificate or certificates evidencing such insurance coverage in companies during business in Georgia and acceptable to the County. Certificates must be executed in accordance with the following provisions:

A. Certificates to contain policy number, policy limits, and policy expiration date of policies issued in accordance with this rental agreement.

B. Certificates to contain the location and the operations to which the insurance applies;

C. Certificates are to be issued to:

**DeKalb County, Georgia
Director, Department of Purchasing and
Contracting
The Maloof Center
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030**

D. An agreement that the policies certified will not be changed or canceled without thirty (30) days prior notice to the County, as evidenced by return receipts of registered or certified letters.

E. Prior to ten (10) before the expiration of any such certificate, Tenant shall deliver to the County a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to the County evidencing the required insurance coverage.

V. DESTRUCTION OF OR DAMAGE TO PREMISES

In the event the Premises, either prior to the commencement date of this rental agreement or during the Term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the Premises shall not thereafter be repaired by the County at County's expense with reasonable promptness and dispatch, then this rental agreement may be immediately canceled and terminated at the option of the Tenant by giving the County notice thereof, and rent (if any) shall be payable only to the date of such damage. Shall the Premises,

either prior to the commencement date of this rental agreement or during the Term thereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the County agrees that the Premises at the County's expense and with reasonable promptness and dispatch, shall be repaired, and restored to substantially the same condition as before the damage. In the event of a partial destruction of the Premises, there shall be fair abatement in the rent payment during the time such repairs or rebuilding is being made, such proportionate deduction of rent to be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Tenant in the Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by the County. In connection to the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the Premises are fit for occupancy by the Tenant. County agrees to notify Tenant within ten (10) days after such casualty as to whether County intends to pursue reconstruction on a prompt basis.

VI. CONDEMNATION

In the event, during the Term of this rental agreement, the whole or any part of the Premises hereby rented shall be appropriated or taken by any State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason by law, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purposes herein above referred to shall be prohibited, the Tenant shall have the right to terminate this rental agreement upon thirty (30) days written notice to the County and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceeding, the Tenant shall have an election as to whether it will terminate and cancel this rental agreement at the time a portion of the Premises must be surrendered or whether it will remain in the Premises at the rate specified in this agreement, including Tenant's providing professional services. To exercise this election, the Tenant must notify the County within ten (10) days after it is ultimately determined what portion of the Premises will be taken under such proceeding. The rights of the County shall in no way prejudice or interfere with any claim, which the Tenant may have against the authority exercising the power of eminent domain or condemnation for damages, or otherwise, for destruction of or interference with the business of the Tenant in the Premises.

VII. HOLDING OVER

If Tenant remains in possession of the Premises after the expiration of the Term hereof without County's acquiescence, or with County's acquiescence but without any express written agreement of the parties, Tenant shall be a tenant at will at the rental rate in effect at the end of this agreement; and there shall be no renewal of this agreement by operation of law. This provision shall not give Tenant any right to continue occupancy following the expiration of this agreement except with the consent of County. Tenant shall be liable to County for all damages occasioned by such holding over, including any claims by any succeeding occupant of the Premises for delay caused thereby.

VIII. DEFAULT

Shall the Tenant at any time be in default in the payment of rent, or in the performance of any of the stipulations, covenants, terms, conditions, agreements, or provisions of this rental agreement, and fail to remedy such default within thirty (30) days after receipt of notice thereof from the County, it shall be lawful for the County to enter and repossess said Premises, expel, and remove the Tenant and its effects there from.

IX. REPAIRS BY COUNTY

Tenant accepts the Premises in their condition and as suited for the use intended by Tenant and County shall not be required to make any improvements to the Premises. County, at County's sole cost and expense, shall be obligated to maintain and repair the roof, foundation, structural portions, exterior walls, roadways, stonework, and the mechanical, electrical, and plumbing systems of the Premises. County shall have no responsibility to make repairs to the interior portions of the Premises with the exception of safety matters (e.g., damaged walkway), ADA compliance items (e.g., repairing hand railing), and obligations set forth in the previous sentence (including damage to interior portions of the Premises caused by systems for which the County is responsible). Tenant shall be obligated to keep the interior of the Premises in good condition and repair, subject to County's repair obligations set forth above. As soon as reasonably practicable after learning of any condition-requiring repair by the County, Tenant shall report such failure, in writing, to County and failure to do so report shall make Tenant responsible for damages resulting from defective conditions. All personal property upon the Premises shall be at the risk of Tenant only, and County shall not be liable for any damage thereto or theft thereof. County, at County's sole cost and expense, shall be obligated to maintain the grounds of the Premises, including, but not limited to tree maintenance, mowing, planting, pruning, and other normal upkeep expenses. Tenant shall give to the County immediate written notice of any accident to or any defects in the Premises, and such damage or defects shall be remedied with due diligence by the County at County's own expense.

X. ENTRY FOR INSPECTION AND REPAIRS, ALTERATIONS, OR ADDITIONS

County may enter the Premises at reasonable hours: to exhibit same to prospective purchasers or tenants; to inspect the Premises to see that Tenant is complying with all Tenant's obligations hereunder; and to make emergency repairs, repairs required of County under the terms hereof, or repairs or modifications to any adjoining space.

XI. UTILITIES

Tenant shall furnish all water, sewerage, gas, and electricity used by the Tenant while occupying the Premises. County shall not provide or be responsible for stoppage in the service of

water, electricity, gas, fuel, heat, air conditioning and power service for the comfort of Tenant's personnel or clients.

XII. REMOVAL OF IMPROVEMENTS, ERECTIONS AND ADDITIONS BY TENANT

With the express consent of the County Chief Executive Officer (CEO), or his or her designee, first having been had and obtained, the Tenant may make, at Tenant's own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the operation of wildlife rehabilitation at the Premises; such request will be promptly reviewed and will be deemed approved if no action is taken within thirty (30) days after the date the request was submitted. All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable furniture of Tenant) made in or upon the Premises, either by Tenant or County, shall be County's property, and shall remain upon the Premises at the termination of the Term by lapse of time or otherwise, without compensation to Tenant.

XIII. INDEMNIFICATION

As between the County and the Tenant as the other party, the Tenant shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error, or omission of the Tenant, or the negligent act of the Tenant or its subcontractors or any of their officers, agents, servants, or employees or sustained on the Premises or in any way arising out of the use and occupancy of the Premises in connection with or arising from this rental agreement. The Tenant shall defend, indemnify, and hold harmless the County and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expenses to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Tenant expressly agrees to defend against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

XIV. ABANDONMENT OF RENTED PREMISES

During the Term of this agreement, Tenant agrees not to abandon or vacate the Premises.

XV. WASTE AND NUISANCE

Tenant shall not commit, or suffer to be committed any waste upon the premises or any nuisance.

XVI. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this rental agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the consent of County first having been obtained in writing. Any such assignments or subletting without such consent shall be void, and shall, at the option of County, on ten (10) days notice to Tenant, terminate this rental agreement. Consent to one agreement and/or subletting shall not destroy this provision and all later assignments and/or subletting shall likewise be made only on prior written consent of County.

XVII. EFFECT ON ASSIGNMENTS AND SUBLETTING WHEN TENANT SURRENDERS RENTAL PROPERTY

The voluntary or surrender of this rental agreement by Tenant, or a cancellation thereof, shall not work a merger, and shall, at the option of County, terminate all or any existing sublets or sub-tenancies, or may, at the option of County, operate as an assignment to him of any or all such sublets or sub-tenancies.

XVII. SURRENDER OF PREMISES

At termination of this agreement, Tenant shall surrender the Premises and keys thereof to County in the same condition as at commencement of the Term, natural wear and tear only excepted.

XIX. MISCELLANEOUS

A. PARAGRAPH HEADINGS

This brief paragraph headings following the numerals in this rental Agreement are for the purpose of convenience only and shall be completely disregarded in construing this rental agreement.

B. DEFINITIONS

1. The word "Tenant" as used in this agreement shall be construed to mean Tenants in all cases where there is more than one Tenant, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.

2. The word "Premises" as used in this rental agreement shall include not only the particularly above-described facility but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.

3. Any and all references to the "Term" of this agreement contained within this rental agreement shall include not only the original term but also any renewal or extension of the original term.

C. TIME IS OF ESSENCE

All time limits in this rental agreement are of the essence of this Agreement.

D. SERVICE OF NOTICE

All notices, statements, demands, requests, consents, approval authorizations, hereunder given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows: To Tenant - Atlanta Animal Rescue Effort, P. O. Box 5603, Atlanta, Georgia 31107; To County - Executive Assistant, DeKalb County, Georgia, 1300 Commence Drive, 6TH Floor, Decatur, Georgia 30030. Additional copies of notice to the County shall also be sent to the Chief Executive Officer. All notices sent to the above address shall be binding upon the addressee unless the address of said addressee is changed in writing to the other party.

E. BINDING EFFECT ON HEIRS, ASSIGNS, ETC.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this agreement shall apply, extend to, be binding upon and insure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the Tenant. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of Tenant, the same as if in each case expressed.

F. WAIVER OF RIGHT

The waiver by the County, or by Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement, or condition herein contained.

G. INVALIDITY OF PROVISION OR PORTION OF PROVISION

Should any provision or portion of such provision of this rental agreement be held invalid, the remainder of this rental agreement or the remainder of such provision shall not be affected thereby.

H. ENTIRE AGREEMENT

This rental agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are set forth. It is further understood and agreed that no subsequent alteration, amendment, change, or addition to this rental agreement shall be binding upon the parties to this rental agreement unless reduced to writing and signed by all parties to this rental agreement. Except as otherwise set forth in Paragraph I above, all amendments to this rental agreement shall be agreed to and executed by the County's Board of Commissioners.

I. NON-BINDING EFFECT ON FUTURE GOVERNING AUTHORITIES, ETC.

Nothing in this agreement shall be construed as binding on any future governing authorities of DeKalb County to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983.

J. COUNTERPARTS

This rental agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

K. JUDICIAL INTERPRETATION

Should any provision of this rental agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

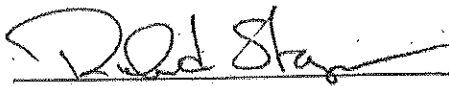
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

COUNTY:

DEKALB COUNTY GEORGIA

WITNESS:

(Seal)
Notary Public



By Dir.

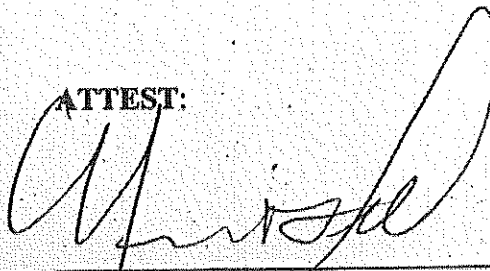
VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

 (Seal)

My Commission Expiration Date:

Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 15, 2005

ATTEST:



Michael J. Bell, Ex Officio
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Richard Stogner
Executive Assistant
DeKalb County, Georgia

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

DeKalb County
Contract No. 51352

TENANT:

ATLANTA WILD ANIMAL RESCUE EFFORT, INC.

WITNESS:

Carl R. [Signature]

By: *Ellen N. Holden* (Seal)
Notary Public
Notary Public, Fulton County, Georgia
My Commission Expires May 29, 2005

Ellen N. Holden
Notary Public
Notary Public, Fulton County, Georgia
My Commission Expires May 29, 2005

James R. Wilson Seal
Signature

James R. Wilson
Name (Type or Print)

President, AWARE
Title

My Commission Expiration Date:

Notary Public, Fulton County, Georgia
My Commission Expires May 29, 2005

ATTEST:

Melanie Haive
Melanie Haive
Name (Type or Print)

Secretary, AWARE
Title



CITY COUNCIL AGENDA ITEM

SUBJECT: Discussion on the Appointment of the Legal Organ

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Work Session: 01/14/2019

SUBMITTED BY: City Manager

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

Lillian Lowe

From: John Hewitt <JohnH@dekalbchamp.com>
Sent: Wednesday, January 9, 2019 12:31 PM
To: Lillian Lowe
Subject: RE: 2019 Print Advertising Rates

Yes, those are per week rates.

John Hewitt
Chief Operating Officer
The Champion Newspaper
Champion Free Press
PH: 404.373.7779, X 110
FAX: 404.373.7721
WWW.TheChampionNewspaper.com
www.dekalblegalnotices.com

From: Lillian Lowe <LLowe@stonecrestga.gov>
Sent: Wednesday, January 9, 2019 12:30 PM
To: John Hewitt <JohnH@dekalbchamp.com>
Subject: RE: 2019 Print Advertising Rates

John,

Is the per run (\$160 and \$360) for 1 week?

Thanks,
-Lillian

From: John Hewitt <JohnH@dekalbchamp.com>
Sent: Wednesday, January 9, 2019 12:04 PM
To: Lillian Lowe <LLowe@stonecrestga.gov>
Subject: RE: 2019 Print Advertising Rates

Lillian,

Most municipalities run notices similar to what you have submitted as a display ad in the main news section (which is the same cost as a classified display). If you can send the notice as an attachment in a Word document, I'll be happy for format it to fit our column formats, provide a proof for your review and give you pricing on it.

A three inch wide ad does not fit our page format, unfortunately.

A 4" (two columns) X 4" would cost \$160 per run: 2 cols X 4" = 8 col. Inches X \$20 = \$160

A 6" (three columns) X 6" would cost \$360 per run: 3 cols X 6" = 18 col. Inches X \$20 = \$360

John Hewitt
Chief Operating Officer
The Champion Newspaper



on Common Ground NEWS

Published Since April 1995
Serving DeKalb, Fulton, Gwinnett, Henry and Rockdale Counties



2019 Print Advertising Rates

Rates Below Are Per Issue Published

Ad Size Description

	1X	13X	26X	39X	52X	
Classified Block	\$175	\$150	\$140	\$125	\$100	3.375" x 3.00"
Biz Square	\$250	\$225	\$200	\$175	\$150	5.0625" x 2.45"
1/8 Page	\$400	\$375	\$350	\$325	\$300	5.0625" X 3.8125"
Pro Square	\$490	\$475	\$450	\$430	\$400	5.0625" X 5.1875"
1/4 Page	\$650	\$625	\$600	\$550	\$500	5.0625" X 7.875"
1/2 Page	\$1080	\$1000	\$900	\$850	\$800	10.375" X 7.875"
Full Page	\$2100	\$2000	\$1800	\$1700	\$1600	10.375" X 16"

Premium Pages

Front Page Block	\$500	\$400 Multiple Times	2.4" X 1.25"
Front Page Banner	\$1200	10.375" X 1.25"	

	1X	13X	26X	39X	52X	
Inside Front or Back 1/2 Page	\$1300	\$1200	\$1100	\$1000	\$900	10.375" X 7.875"
Inside Front or Back Full Page	\$1500	\$1400	\$1300	\$1300	\$1100	10.875" X 16"
Back Cover	\$2500	\$2300	\$1300	\$1300	\$1100	10.875" X 16"
Double Page	\$5000	4600	\$4200	\$3800	\$3400	21.75" X 16"

Position Requests: (Full & Half page only) \$200 Additional Fee

Spot/Four Color: \$50 Per Spot Color,\$100 Four Color

Layout Changes: \$300 To Reconfigure Ad

Inserts: \$75 per 1,000 (up to letter size) Minimum: 10,000 Copies

NOTE: To cancel any contract, a 50% fee must be paid for the remaining balance.
On Common Ground News, 1240 Sigman Road, Conyers, GA 30012



CITY COUNCIL AGENDA ITEM

SUBJECT: Discussion on the Ethic Board

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> ORDINANCE | <input type="checkbox"/> POLICY | <input type="checkbox"/> STATUS REPORT |
| <input type="checkbox"/> DISCUSSION ONLY | <input type="checkbox"/> RESOLUTION | <input checked="" type="checkbox"/> OTHER |

Work Session: 01/14/2019

SUBMITTED BY: Mayor

PURPOSE:

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION:

1 **ORDINANCE OF THE CITY OF STONECREST, GEORGIA, ADOPTING ARTICLE X,**
2 **CODE OF ETHICS, IN CHAPTER 2, ADMINISTRATION, OF THE CITY CODE.**

3 **WHEREAS,** the City of Stonecrest, Georgia Mayor and City Council are authorized by
4 Section 1.03 of the City Charter to adopt “ethics ordinances and regulations governing such
5 things including, but not limited to, the conduct of municipal elected officials, appointed
6 officials, contractors, vendors, and employees; establishing procedures for ethics complaints; and
7 setting forth penalties for violations of such rules and procedures;” and

8 **WHEREAS,** this Ordinance shall be adopted as part of the City of Stonecrest City
9 Code, as Article X, Code of Ethics, in Chapter 2, Administration.

10 **THEREFORE,** the Mayor and City Council of the City of Stonecrest, Georgia, hereby
11 ordain as follows:

12 **Section 1:** The Mayor and City Council of the City of Stonecrest, Georgia hereby adopt
13 an ordinance designated as “Article X, Code of Ethics” in Chapter 2, Administration, to
14 read and to be codified as follows:

15
16 **“ARTICLE X. - CODE OF ETHICS**

17 **Sec. 2-375. - Declaration of policy.**

18 (a) It is the policy of the City that the proper operation of democratic government requires that
19 public officials and employees be independent, impartial and responsible to the people; that
20 governmental decisions and policy be made in proper channels of the governmental
21 structure; that public office not be used for personal gain; and that the public have
22 confidence in the integrity of its government. In recognition of these goals, a code of ethics
23 for all city officials and employees is adopted.

24 (b) This code of ethics has the following purposes:

25 (1) To encourage high ethical standards in official conduct by city officials and employees;

26 (2) To establish guidelines for ethical standards of conduct for all such officials and
27 employees by setting forth those acts or actions that are incompatible with the best
28 interest of the city;

29 (3) To require disclosure by such officials and employees of private financial or other
30 interest in manners affecting the city; and

31 (4) To serve as a basis for disciplining those who refuse to abide by its terms.

32 **Sec. 2-376. - Scope of persons covered.**

33 The provisions of this code of ethics shall be applicable to the mayor, all members of the
34 city council, all appointed members of boards, commissions, authorities and other similar bodies,
35 and all employees.

36 **Sec. 2-377. - Definitions.**

37 As used in this Article, the following terms shall have the following meanings, unless the
38 context clearly indicates that a different meaning is intended:

39 (a) *Censure* means the act of condemning as wrong. A censure shall be effectuated by entry in
40 the minutes of a city council meeting.

41 (b) *City official and/or official*, unless otherwise expressly defined, means the mayor, the
42 members of the city council, candidates for the offices of the mayor and city council after
43 legal notice of candidacy and qualification as such candidate, the municipal court judges
44 (including substitute judges), the city manager, any assistant city managers, the city clerk,
45 any deputy city clerks, whether such person is salaried, hired or elected, and all other
46 persons holding positions designated by the city charter, as it may be amended from time to
47 time. City officials, unless otherwise expressly defined, includes individuals appointed by
48 the mayor, city council, or both, to all city boards, commissions, authorities and other

49 similar bodies, unless such individuals or individual members of city boards, commissions,
50 authorities and other similar bodies are specifically exempted from this Article by law, this
51 ordinance and/or the city council.

52 (c) *Complainant* means a person or entity who submits to the city clerk an ethics complaint
53 alleging a violation of this Article.

54 (d) *Decision* means any article, resolution, contract, franchise, formal action or other matter
55 voted on by the city council or other city board or commission, as well as the discussions or
56 deliberations, of the council, board or commission which can or may lead to a vote or formal
57 action by such body.

58 (e) *Discretionary authority* means the power to exercise any judgment in a decision or action.

59 (f) *Employee* means full-time or part-time employees of the City.

60 (g) *Entity* means a sole proprietorship, partnership, limited partnership, firm, corporation,
61 professional corporation, holding company, joint stock company, receivership, trust or any
62 other entity recognized by law through which business may be conducted.

63 (h) *Exempt city boards, commissions, authorities and similar bodies* shall mean all boards,
64 commissions, authorities and similar bodies of the city other than the Board of Zoning
65 Appeals, Design Review Board, Historic Preservation Board, Planning Commission,
66 Construction Appeals Board, Alcohol Licensing and Appeals Board, Stonecrest Convention
67 and Visitors Bureau and any authority created by either the Georgia General Assembly or by
68 the City by resolution or ordinance pursuant to Chapter 61 or Chapter 62 of Title 36 of the
69 Official Code of Georgia Annotated. The members of exempt city boards, commissions,
70 authorities and similar bodies are exempt city officials or officials unless such member is

71 either an elected official of the City or is also a member of another city board, commission,
72 authority or similar body not specifically exempted by this ordinance or by law.

73 (h) *Immediate family* means the legal and/or biological parent, sibling, child, spouse, or any
74 corresponding in-law of any city official or employee.

75 (i) *Interest*:

76 (1) *Incidental interest* means an interest in a person, entity or property which is not a
77 substantial interest.

78 (2) *Remote interest* means an interest of a person or entity, including a city official or
79 employee, who would be affected in the same way as the general public. The interest of
80 a council member in the property tax rate, general city fees, city utility charges, or a
81 comprehensive zoning article or similar decisions is incidental to the extent that the
82 councilmember would be affected in common with the general public.

83 (3) *Substantial interest* means a known interest, either directly or through a member of the
84 Immediate Family, in another person or entity:

85 a. The interest is ownership of five (5) percent or more of the voting stock, shares or
86 equity of an entity or ownership of five thousand dollars (\$5,000.00) or more of the
87 equity or market value of the entity; or

88 b. Funds received by the person from the other person or entity either during the
89 previous twelve (12) months equaled or exceeded five thousand dollars (\$5,000.00) in
90 salary, bonuses, commissions or professional fees, or ten (10) percent of the
91 recipient's gross income during that period, whichever is less; or

92 c. The person serves as a corporate officer or member of the board of directors or other
93 governing board of the for-profit entity other than a corporate entity owned or created
94 by the city council; or

95 d. The person is a creditor, debtor or guarantor of the other person or entity in an
96 amount of five thousand dollars (\$5,000.00) or more.

97 (4) *Substantial interest in real property* means an equitable or legal ownership interest in
98 real property with a fair market value of five thousand dollars (\$5,000.00) or more.

99 (j) *Ethics complaint* means a written document alleging a violation of this Article by a city
100 official or employee. All ethics complaints filed with the city shall contain the following:

101 (1) A brief statement specifically identifying the name and title of the city official or
102 employee against whom the complaint is filed. An ethics complaint may not allege
103 violations and/or seek action against more than one city official or employee;

104 (2) A numbered list separately identifying each improper act which the city official or
105 employee is alleged to have committed, including 1) the date of any such alleged
106 offense(s); 2) the specific section(s) of this Article that each act is alleged to be in
107 violation of; and 3) the factual basis for each alleged violation;

108 (3) A sworn and notarized statement by the complainant attesting that all information in the
109 complaint is true to the complainant's information and knowledge;

110 (4) Email address, phone number and mailing address where the complainant may be
111 contacted; and

112 (5) The complainant's residential address within the city limits.

113 (k) *Reprimand* means an official reproof, reprehension, or rebuke of a wrong. A reprimand shall
114 be effectuated by resolution of the mayor and council.

115 (l) *Respondent* means a city official or employee charged with a violation of this Article.

116 **Sec. 2-378. - Standards of conduct.**

117 (a) No city official or employee shall use such position to secure special privileges or
118 exemptions for such person or others, or to secure confidential information for any purpose
119 other than official responsibilities.

120 (b) No city official or employee, in any matter before the body in which he/she has a substantial
121 interest, shall fail to disclose for the common good for the record such interest prior to any
122 discussion or vote.

123 (c) No city official or employee shall act as an agent or attorney for another in any matter before
124 the city council or any city body.

125 (d) No city official or employee shall directly or indirectly receive or agree to receive any
126 compensation, gift, reward or gratuity in any matter or proceeding connected with, or related
127 to, the duties of his/her office except as may be provided by law.

128 (e) No city official or employee shall enter into any contract with the city except as specifically
129 authorized by state statutes. Any city official or employee who has a proprietary interest in
130 an agency doing business with the city shall make known that interest in writing to the city
131 council and the city clerk.

132 (f) All public funds shall be used for the general welfare of the people and not for personal
133 economic gain.

134 (g) Public property shall be disposed of in accordance with Georgia law.

135 (h) No city official or employee shall solicit or accept other employment to be performed or
136 compensation to be received while still a city official or employee if the employment or

137 compensation could reasonably be expected to impair in judgment or performance of that
138 official's or employee's city duties.

139 (i) If a city official or employee accepts or is soliciting a promise of future employment from
140 any person or entity who has a substantial interest in a person, entity or property which
141 would be affected by any decision upon which the official or employee might reasonably be
142 expected to act, investigate, advise, or make a recommendation, the official or employee
143 shall disclose the fact to the body on which he or she serves, or to his/her supervisor, and
144 shall take no further action or matters regarding the potential future employer.

145 (j) No city official or employee shall use city facilities, personnel, equipment or supplies for
146 private purposes, except to the extent such are lawfully available to the public.

147 (k) No city official or employee shall grant or make available to any person any consideration,
148 treatment, advantage or favor beyond that which it is the general practice to grant or make
149 available to the public at large.

150 (l) No city official or employee shall directly or indirectly solicit from a person or entity a gift,
151 loan, favor, promise, or thing of value for him/herself or another person or entity if the city
152 official or employee is, at the time of such solicitation, involved in any official act or action
153 which would result in a benefit to the person or entity from whom the gift, loan, favor,
154 promise or thing of value is solicited. However, the above prohibition shall not apply in the
155 case of:

156 (1) Occasional unsolicited non-monetary gift(s) and/or trinket(s) with a value of less than
157 one hundred dollars (\$100.00), such as a calendar, memento, pen, and/or admission to or
158 consumption of food and/or beverages at a function, social setting or event;

159 (2) An award publicly presented in recognition of public service;

- 160 (3) Any transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as
161 now or hereafter amended;
- 162 (4) A commercially reasonable loan or other financial transaction made in the ordinary
163 course of business by an institution or individual authorized by the laws of Georgia to
164 engage in the making of such loan or financial transaction;
- 165 (5) Campaign contributions made and reported in accordance with Georgia laws;
- 166 (6) Items listed under O.C.G.A. § 16-10-2 that are specifically itemized as "a thing of value
167 shall not include" as now or hereafter amended; or
- 168 (7) Food, beverage or expenses afforded city officials or employees, members of their
169 families, or others that are associated with normal and customary business or social
170 functions or activities.

171 **Sec. 2-379. - Prohibition of conflict of interest.**

172 A city official or employee may not participate in a vote or decision on a matter affecting a
173 person in whom the official or employee has a Substantial Interest or a matter affecting any
174 property in which the official has a Substantial Interest in real property; in addition, a city
175 official or employee who serves as a corporate officer or member of a board of directors of a
176 nonprofit entity may not participate in a vote or decision regarding funding of the entity by or
177 through the city. Where the interest of a city official or employee in the subject matter or a vote
178 or decision is remote or incidental, the city official or employee may participate in the vote or
179 decision and need not disclose the interest.

180 **Sec. 2-380. - Conflict of Interest Exemptions.**

181 The provisions of this Article shall not be construed to require the filing of any information
182 relating to any person's connection with, or interest in, any professional society or any charitable,

183 religious, social, fraternal, educational, recreational, public service, civil or political organization
184 not conducted as a business enterprise or governmental agency, and which is not engaged in the
185 ownership or conduct of a business enterprise or governmental agency.

186 **Sec. 2-381. - Severability.**

187 The provisions of this Article are severable. If any provision of this Article or the
188 application thereof to any person or circumstance is held invalid, such invalidity shall not affect
189 other provisions or applications of this Article which can be given effect without the invalid
190 provisions or application.

191 **Sec. 2-382. - Penalty.**

192 (a) Any respondent found to have violated the provisions of this Article shall be subject to:

193 (1) Public reprimand and/or censure by the mayor and council;

194 (2) A fine greater than one hundred dollars (\$100.00) but less than five hundred dollars
195 (\$500.00); and

196 (3) Request for resignation by the mayor and council.

197 **Sec. 2-383. - Filing of complaints.**

198 (a) Only residents of the city may file a complaint under this Article. A complaint filed by a
199 non-resident shall not be acted upon.

200 (b) All ethics complaints shall be filed with the city clerk. The city clerk, or his/her designee,
201 shall email a copy of any such complaint to the city council, the city manager and the
202 respondent(s) named in the complaint within five (5) calendar days of such filing.

203 (c) To discourage the filing of complaints under this Article solely for political purposes,
204 complaints brought under this Article against a municipal election candidate filed sixty (60)
205 calendar days prior to the opening date of qualifying for municipal office through the date of

206 certification of the election results will not be acted upon until the election results for that
207 office have been certified. Deadlines under this Article shall be tolled during such period.
208 Action shall thereafter only be taken upon the ethics complaint if the candidate against
209 whom the complaint is filed is elected to that term of office.

210 **Sec. 2-384. - Service of documents by respondent and complainant.**

211 (a) Within three (3) calendar days of the filing of an ethics complaint with the city clerk, the
212 complainant shall serve by mail the individual members of the city council, the city manager
213 and the respondent named in the complaint with a copy of the complaint at their official city
214 addresses.

215 (b) The respondent may file a response to the ethics complaint with the city clerk, but is not
216 required to do so.

217 (c) The complainant and the respondent shall serve each other, the city manager and the
218 individual members of the city council with copies of all documents filed by them with the
219 city clerk relating to the ethics complaint, by certified mail, return receipt requested or
220 statutory overnight delivery, within three (3) calendar days of the date that any such
221 document is filed.

222 (d) The complainant and the respondent shall file with the city clerk proof of mailing of all
223 mailings required under this Article within three (3) business days of such document being
224 mailed. Such proof of service shall contain a copied and/or printed form provided by the
225 postal facility which evidences the recipient, tracking number and date of such mailing. The
226 city clerk shall verify that the correct address was indicated on the envelope.

227 **Sec. 2-385. - Action upon complaints.**

228 The mayor and council shall hear and render decisions on all ethics complaints filed with the
229 city. A quorum for purposes of taking action upon an ethics complaint is the mayor and two
230 councilmembers. If the mayor is a respondent to the ethics complaint, three councilmembers
231 shall constitute a quorum. If less than three (3) councilmembers are available to constitute a
232 quorum, due to the provisions in section 2-388 and/or 2-389 of this Article, a mediator, certified
233 by the Georgia Commission on Dispute Resolution, at the mayor and council's discretion, shall
234 be substituted for the mayor and/or any councilmembers for purposes of acquiring a three (3)
235 person quorum. Ethics complaints shall be reviewed as follows:

236 (a) Preliminary review of ethics complaints:

237 (1) The city clerk shall schedule a meeting to occur within sixty (60) calendar days of an
238 ethics complaint's filing for the mayor and council to vote upon whether the complaint
239 will be dismissed or proceed to an evidentiary hearing, and shall mail notice of such
240 meeting to the complainant and the respondent at least thirty (30) days prior to such
241 meeting.

242 (2) The mayor and council may dismiss any ethics complaints that they determine is
243 unjustified, frivolous or patently unfounded; substantially noncompliant with the
244 requirements of this Article; or fails to state facts sufficient to invoke the disciplinary
245 jurisdiction of the city council. The city clerk shall mail to the complainant and
246 respondent the outcome of the preliminary review within five (5) calendar days of such
247 meeting.

248 (3) If the mayor and council determine that the ethics complaint should proceed to an
249 evidentiary hearing, the city clerk shall schedule such hearing to occur within thirty (30)
250 calendar days of the mayor and council's vote at the preliminary review.

251 (b) Evidentiary hearing on ethics complaints:

252 (1) Should an ethics complaint proceed to an evidentiary hearing, the complainant and the
253 respondent shall have the right to be represented by counsel; to hear, present and
254 examine the evidence and witnesses; and to oppose or try to mitigate the allegations. The
255 mayor and council may establish time limits, and other protocol, for the presentation of
256 evidence and argument.

257 (2) The mayor and council shall render a final decision on the ethics complaint at an open
258 meeting within thirty (30) calendar days of the conclusion of the hearing.

259 (3) The city clerk shall mail to the complainant and the respondent the mayor and council's
260 final decision on the ethics complaint within five (5) calendar days of such decision.

261 (c) The mayor and council may vote to continue and/or postpone a scheduled meeting and/or
262 hearing on an ethics complaint to a later selected date, as necessary. The grounds and date
263 for the reset shall be stated in the official minutes for such meeting. The city clerk shall
264 email to the complainant and the respondent notice of the reset meeting date within five (5)
265 calendar days of such vote.

266 **Sec. 2-386. - Charge of noncompliance.**

267 (a) After the filing of an ethics complaint, but at least five (5) days prior to the preliminary
268 hearing, or evidentiary hearing if one is set, the respondent and/or complainant may file a
269 charge of noncompliance with the city clerk, alleging that the complainant, respondent
270 and/or any city employee/official has failed to meet a required deadline under this Article.
271 This paragraph is strictly limited to grievances with respect to procedural deadlines set forth
272 under this Article, and may not be used to seek review of alleged ethics violations.
273 Additionally, a separate charge must be filed against each city employee and/or official who

274 is alleged to have violated a procedural deadline set forth under this Article. The charge
275 must identify the filer of the charge, the person against whom the charge is made, and the
276 alleged missed deadline.

277 (b) The city clerk, or his/her designee, shall email a copy of such charge to the mayor and
278 council, city manager, respondent, complainant and the employee and/or official against
279 whom the charge is made, within five (5) calendar days of such filing. The city clerk shall
280 not be required to email a copy of the charge to the respondent and/or complainant who filed
281 the charge. The city manager shall cause for corrective action to be taken for any missed
282 deadline under this Article by a city employee.

283 (c) The filer of the charge may also raise the charge of noncompliance as a threshold issue at the
284 next scheduled public meeting on the ethics complaint. The mayor and council shall
285 thereafter vote to determine whether the alleged deadline was missed. The mayor and
286 council's finding of a material failure by the complainant to comply with this Article at any
287 time may result in the ethics complaint's dismissal. The council's finding of a missed
288 deadline by a city employee and/or official, without a finding of contributing negligence by
289 the filer of the charge, shall give the filer of the charge the option to have the proceeding
290 continued to the next available council meeting in lieu of being heard further that day.

291 **Sec. 2-387. - Bar against subsequent complaints.**

292 (a) The dismissal of an ethics complaint by the mayor and council on procedural grounds shall
293 bar the complainant from filing any subsequent complaint against the same respondent for a
294 period of three (3) months from the date of such dismissal.

295 (b) Should the mayor and council deny an ethics complaint on jurisdictional grounds, and/or
296 determine that the evidence does not establish that the respondent has committed a violation

297 of any provision of this Article, the complainant shall be barred from filing any subsequent
298 ethics complaint against the respondent arising from the same facts and circumstances as the
299 adjudicated complaint.

300 **Sec. 2-388. - Participation by accused members.**

301 (a) If the mayor or city councilmember is charged with a violation of this Article, he/she shall
302 not:

303 (1) Participate in, preside over, remain in his/her place on the dais, or have any other direct
304 or indirect involvement with the consideration or deliberation by the mayor and council
305 of the ethics complaint; or

306 (2) Substantively discuss the pending ethics complaint, including any of the facts,
307 circumstances, or allegations supporting it with the mayor, any other councilmember, or
308 any official or employee of the city, except at the meetings and/or hearings on the
309 complaint. This provision shall not prevent the mayor or any city councilmember from
310 communicating with city employees and officials with respect to facilitating and
311 receiving required filings and notices under this Article.

312 **Sec. 2-389. - Participation by complaining official.**

313 If the mayor or any city councilmember files, initiates, and/or encourages the filing of an
314 ethics complaint against a respondent, he/she shall not actively preside over the consideration of
315 the complaint before the city council.

316 **Sec. 2-390. - Statute of limitations.**

317 (a) No ethics complaint shall be permitted under this Article unless such complaint is filed
318 within six (6) months of the commission of the act complained of, provided, however, the
319 limitation shall be tolled during the period that the alleged offense is unknown to the

320 complainant. Under no circumstances, however, shall any period be tolled where the
321 complainant knew and/or should have known about the alleged violation and/or where the
322 facts surrounding the offense were published by a news outlet, discussed at a public meeting
323 and/or otherwise known to the general public.

324 (b) No proceeding under this Article shall be instituted and/or prosecuted after the expiration of
325 the respondent's term of office during which the offense is alleged, if not re-elected
326 immediately following such term, and/or after the resignation, death, vacancy,
327 disqualification and/or withdrawal of the respondent from office.

328 **Sec. 2-391. - Right to appeal.**

329 An appeal of any adverse decision of the mayor and council rendered under this Article shall
330 be commenced by filing a petition for a writ of certiorari in the Superior Court of DeKalb
331 County as provided by law.

332 **Secs. 2-392 – 3-99. - Reserved.”**

333 **Section 2:**

334 1. It is hereby declared to be the intention of the Mayor and City Council that all sections,
335 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their
336 enactment, believed by the Mayor and City Council to be fully valid, enforceable and
337 constitutional.

338
339 2. It is hereby declared to be the intention of the Mayor and City Council that, to the
340 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
341 phrase of this Ordinance is severable from every other section, paragraph, sentence,
342 clause or phrase of this Ordinance. It is hereby further declared to be the intention of the
343 Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph,
344 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
345 section, paragraph, sentence, clause or phrase of this Ordinance.

346
347 3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
348 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
349 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

ORDINANCE 2017-_____

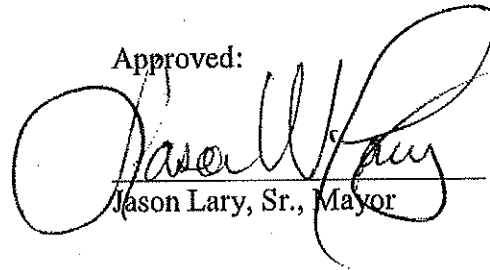
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the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are hereby expressly repealed.
5. The within ordinance shall become effective upon its adoption.
6. The provisions of this Ordinance shall become and be made part of The Code of the City of Stonecrest, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

SO ORDAINED AND EFFECTIVE this the 2 day of October, 2017.

Approved:



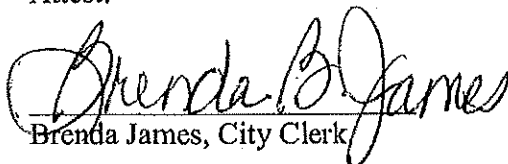
Jason Lary, Sr., Mayor

As to form:



Thompson Kurrie, Jr., City Attorney

Attest:



Brenda James, City Clerk